

**AGREEMENT FOR EMERGENCY SERVICES
BETWEEN CALIFORNIA POLYTECHNIC STATE UNIVERSITY
AND THE CITY OF SAN LUIS OBISPO**

THIS AGREEMENT is entered into on July 1, 2013, by and between California Polytechnic State University (hereafter referred to as "University") and the City of San Luis Obispo (hereafter referred to as "City"). The County of San Luis Obispo, a political subdivision of the State of California (hereinafter referred to as "County") is hereby made a party to this Agreement for the limited purposes set forth below.

WITNESSETH:

WHEREAS, prior to 1996, University operated an institutional fire department. As a result of dire fiscal circumstances, University sought a more cost-effective solution to its fire protection and emergency medical service requirements. Unlike every other campus in the California State University system, University is situated in an unincorporated area and has more than one-third of its students living on campus. The unincorporated areas of San Luis Obispo County are served by Cal Fire for delivery of fire protection. Upon investigation, it was determined that University required an increased level of fire protection service for the main campus which is characterized by dense development including high-rise academic buildings and residence halls housing nearly 7,000 full-time residents that could not be provided to the level of service available from Cal Fire. As a result, University negotiated an agreement directly with the City of San Luis Obispo to provide these crucial services to campus on a fee-for-service basis. Since 1996, the City has tailored its services to best meet University's unique demands through purchase of specialized equipment, on-campus training and inclusion of University in its overall strategic fire service planning. The necessity and value of this Agreement have increased in proportion to University's growing student population and facilities.

WHEREAS, the University is desirous to maintain a nearly 20-year relationship and have the City continue to provide personnel, equipment, materials, and supervision required to respond to structure and other hostile fires (a hostile fire differs from a friendly fire, which burns in a place where it was intended to burn, such as one confined to a fireplace or furnace), medical emergencies, disaster response, and other agreed upon incidents on the main campus of the University; and

WHEREAS, the San Luis Obispo City Council has authorized staff to negotiate the terms of an agreement to provide such services to the University.

WHEREAS, the interests of the City and the University would be served by entering into this Agreement.

WHEREAS, the County consents to the City's continued provision of increased fire protection services to the University which is situated within the County's local responsibility area, upon the terms and conditions agreed to by the City and the University as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services Components.

The City agrees to provide personnel, equipment, materials, and supervision required to respond to structure and other hostile fires, medical emergencies, disaster response, and other agreed upon incidents in the Service Area, which is the main campus of the University. The specific services shall be more thoroughly outlined as follows:

Exhibit A	-	Services Performed
Exhibit B	-	Scope of Service
Exhibit C	-	Service Area
Exhibit D	-	San Luis Obispo City and Cal-Fire Response to Incidents within University Contract Service Area

All services shall be provided in compliance with applicable federal and state laws and regulations, or in the absence of such laws or regulations, in compliance with recognized performance standards for similar services. The City shall respond, within its capacity, to provide services upon being notified by the University. Nothing in this Agreement shall be construed to waive, limit, or impair any defenses or immunities available to the parties by statute, at law or in equity, or otherwise in the performance of fire protection and emergency services activities.

2. Difference in Conditions

The University and City recognize differences in design, building and fire code application in the City and on the campus. California State Fire Marshal has jurisdiction over State property and is responsible for the compliance of facilities and operations with applicable fire and safety codes as well fire safety design of facilities and supporting infrastructure. The City of San Luis Obispo fire and emergency response resources have been designed to operate within the City. Operations on the campus may be at a disadvantage when conditions such as but not limited to accessibility, fire flows, hydrant locations, fixed fire protection systems, and alarms systems are different than conditions within the City of San Luis Obispo.

3. Administration.

a. Contact Personnel. The City designates the Fire Chief or his/her designee as a single point of contact for coordination of service to the University. The University designates the University Police Chief or his/her designee as a single point of contact for the coordination of services from the City.

b. University. Herein "University" shall include the State of California, the Trustees of the California State University, California Polytechnic State University, San Luis Obispo, all Auxiliary Organizations, each of their officers, officials, employees, authorized representatives, agents, directors, and volunteers.

c. Unified Command. In general, emergency operations on the University campus shall be conducted through unified command between the City and the University.

d. Cooperation. To facilitate the performance of the services components (above), it is hereby agreed that the City and University shall fully cooperate with each other, including but not limited to the following:

(1) The University will cooperate with the City in assisting with the training of City personnel for familiarization of, and access to, all facilities of the University.

(2) University employees, equipment, and supplies (such as trade persons, police, hazardous materials technicians, heavy equipment, etc.) shall be available for assistance to the City in mitigating emergencies.

(3) City personnel shall, upon identification of a life safety and/or fire hazard within the service area, notify the designated University contact and/or University Police Watch Commander. The City's Battalion Chief shall maintain close contact with the University when the City is operating (emergency or non-emergency) on campus.

(4) The University will make every effort to notify City Dispatch (781-7312) of changes in the following areas: access points, road conditions and closures (major thoroughfares only), new buildings or changes in building use, major events and significant changes in hazardous materials storage or use as soon as possible and will confirm in writing.

(5) The City will continue to conduct training, provide advice and assistance to the University with issues, such as fire prevention, water system, and hydrant maintenance. The City, when requested by the University, will act as a Technical Specialist on hazardous materials and fire prevention concerns.

e. Personnel Status. While involved in the execution of this Agreement, regularly employed personnel of the City and the University shall remain employees of their respective agencies, and shall remain subject to the rules and regulations of their own agency in all matters of employment, including but not limited to benefits, medical and life insurance, and worker's compensation insurance.

4. Compensation.

University will pay City in accordance with the below schedule. These annual sums will be paid in four equal installments in advance each quarter beginning July 1 for the duration of the Agreement. In addition, the University will pay City at the end of each contract year for additional services as defined in Attachment A section 7, for services requested and received by the University.

Payment Schedule

1	2	3	4	5
2013/14	2014/15	2015/16	2016/17	2017/18
\$270,684	\$270,684	\$273,391	\$276,125	\$284,408

5. Term

It is the desire of the University to form a long-term relationship with the City for fire related emergencies. The term for this agreement shall be five years, commencing July 1, 2013 and expiring June 30, 2018. Prior to the expiration of this contract, the parties agree to meet and discuss renewal of this Agreement, if not sooner terminated as provided herein.

6. Reports

The City will provide a copy of all reports dealing with emergency response to the campus, and will provide quarterly reports of service provided to the University.

7. Termination.

Either party, upon the giving of six (6) months advance written notice, may terminate this agreement.

8. Indemnification.

City shall defend, indemnify, hold harmless and protect the State of California, the Trustees of the California State University, California Polytechnic State University, San Luis Obispo, all Auxiliary Organizations, and each of their officers, officials, employees, authorized representatives, agents, and volunteers (the "University") from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with City's (including any subcontractor, anyone directly or indirectly employed by anyone for whose acts any of them may be liable) performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the University.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party by imposing any standard of care respecting emergency services different from the standard of care imposed by law.

It is understood and agreed that neither City, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be

done by the University under or in connection with any work, authority or jurisdiction delegated to the University under this Agreement. It is also understood and agreed that University shall defend, indemnify and save harmless the City, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the University under or in connection with any work, authority or jurisdiction delegated to the University under this Agreement except as otherwise provided by statute.

University shall defend, indemnify, hold harmless and protect the City, and its officers, employees, representatives, agents and volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with University's performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

9. Insurance

City shall provide financing for losses related to the performance of this contract to support the City's obligation to defend, indemnify, and protect the University from losses including claims for bodily injuries, personal injury, property damage and/or contractual liability which may arise from or in connection with the products, performance of the work, and/or completed operations of the work hereunder by or for the City.

City's financing for losses related to the performance of this contract shall be primary to any financing of losses related to the City's performance of this contract by the State of California, the Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents, and volunteers, the "University".

City agrees to look solely to its loss financing for recovery in the event of any losses for which the City is held liable.

City agrees that any loss financing maintained by the University shall be excess and shall not contribute to City's loss financing.

City shall at its expense purchase and maintain in full force and effect insurance coverage as required by this section.

City's obligations to obtain and maintain all required insurance are non-delegable duties under this contract.

City provided insurance shall be primary to any insurance of the State of California, the Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents, and volunteers, the "University".

If excess, the insurance shall stand in an unbroken chain of coverage excess of the City's scheduled underlying primary coverage.

In either event, any other insurance maintained by the University shall be excess of the City's insurance and shall not be called upon to contribute with it.

Insurance is to be placed with insurer(s) authorized to issue such insurance in the State of California with current A.M. Best's rating of no less than A:VII, unless otherwise approved by the University.

City shall submit to the University, certificates of insurance, original amendatory endorsements and other documentation as required by this contract.

The University shall not by reason of inclusion as additional insured incur liability to the insurance carriers for payment of premiums for such insurance.

Required insurance and/or its successor policy must be in effect for the duration of the project or lease and for extended reporting period(s) as required by this contract.

Insurance policy renewal documentation (endorsement and policy) shall be received by the University a minimum of ten (10) working days in advance of the expiration date shown on the current policy.

Failure of the City to maintain or renew coverage or to provide evidence of renewal or successor policy may be treated by the University as a material breach of contract.

If the University is damaged by the failure of the City to provide or maintain the required insurance, the City shall pay the University for all such damages.

The University reserves the right to review and approve of insurance provided by the City.

Approval of City provided insurance shall not limit the extent to which the City may be held responsible for payment for losses including claims for bodily injury, personal injury, property damage and/or contractual liability which may arise from or in connection with the products, performance of the work, and/or completed operations of the work hereunder by or for the City.

The University reserves the right to approve of any deductible/self insured retention (SIR).

Any deductible or self insured retention (SIR) under any policy of insurance required shall be City's liability.

At the discretion of the University, City shall submit proof of ability to fund deductible/SIR and/or City shall reduce or eliminate such deductibles or self insured retentions that may apply to the University.

City shall waive and cause to be waived the rights of subrogation against the University by the City, subcontractors, insurance company or loss financing program which may assume subrogation rights.

City shall ensure that its subcontractors are covered by insurance in the amount and type required by this article.

City shall include all subcontractors as insureds under its policies or shall require separate certificates and endorsements for each subcontractor.

Acceptance and review of subcontractor insurance documents is the responsibility of the City.

City shall supply the University with a list of all subcontractors showing whether they have individual insurance policies or are covered by the City's insurance.

City shall certify that subcontractors are either covered by City's insurance or that Subcontractor's individual insurance meets the requirements of this article.

Any deficiencies in compliance with the requirements of this article found in any subcontractor insurance shall be covered by the City's financing for losses.

Contract shall not be executed and no work shall commence until City has obtained all insurance required and provided the required documentation that the insurance is in effect and the University has approved such insurance.

No subcontractors shall commence work on its subcontract until the insurance required of the Subcontractor has been obtained and proof of insurance is accepted by the University.

The University reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage specified.

The University reserves the right to modify these specifications for the benefit of the University.

In the event the City does not comply with these insurance requirements, the University may, at its option, provide insurance coverage to protect the University. The cost of the insurance shall be paid by the City and, if prompt payment is not received, may be deducted from contract sums otherwise due the City.

Required coverage shall not extend to any indemnity coverage for the active negligence of the University in any case where an agreement to indemnify the University insured would be solely invalid under Subdivision (b) of Section 2782 of the Civil Code for construction contracts (construction contracts with public agencies).

Forms

University provided forms are preferred. Alternate documents submitted must comply with all requirements, providing equivalent or better coverage as specified in this article.

All insurance certificates, endorsements, policies and claim forms required shall be submitted to:

California Polytechnic State University
San Luis Obispo, CA 93407

Attn: Contract and Procurement Services

Certificates

City shall furnish University with original certificates evidencing required coverage. Certificates shall include the following:

Name and Address of Agent/Broker
Named and Address of Insured
Name of insurance company issuing each policy
A.M. Best's Rating and Financial Size for each company
Type of Insurance
Comprehensive or Commercial General Liability
Claims Made or Occurrence
Business Automobile Liability
Categories of autos covered and any additional coverage
Workers Compensation & Employer Liability
Partners, proprietor, executive ex/included
Excess or Umbrella Liability
Policy Number
Policy Period (start and end date)
Limits (Occurrence, Claim, Accident, Event, Injury, Disease, Aggregate)
Deductibles / Self Insured Retention
Description and Location of Operations and/or Property Covered
Agreement or Contract Number
Identification of interest(s) in property

Certificates shall state:

"The State of California, the Trustees of the California State University, California Polytechnic State University San Luis Obispo, all auxiliary organizations, and each of their officers, officials, employees, authorized representatives, agents, directors, and volunteers, the "University" are designated as Additional Insured".

The Insurers named above agree that the insurance described above shall be primary as respects the University, or if excess shall stand in an unbroken chain of coverage excess of the City's underlying primary coverage. In either event, any other insurance maintained by the University shall be excess of this insurance and shall not be called upon to contribute with it.

The Insurers named above waive any right of recovery the Insurers may have against the University when the insured has agreed to such waiver in writing prior to loss.

"Coverage described herein shall not be modified, changed or cancelled without thirty (30) days advance written notice or cancelled for non payment without ten (10) days' advance written notice to the University."

Certificate Holder:
California Polytechnic State University

San Luis Obispo, CA 93407

Attn: Contract and Procurement Services”

Certificates shall be signed by an authorized representative of the insurer and indicate date of issue.

Endorsements

City shall furnish original amendatory endorsements as required by the insurance specifications in this article. In general, all endorsements shall include the following:

Name of Insurer

Policy Number

Endorsement Number

Type of Insurance Modified

Schedule:

“The State of California, the Trustees of the California State University, California Polytechnic State University San Luis Obispo, all auxiliary organizations, and each of their officers, officials, employees, authorized representatives, agents, directors, and volunteers, the “University” are designated as Additional Insured”.

Signature of authorized representative

Address

Form Number, if any

The City shall provide the following General Liability coverage:

Primary insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the products and materials supplied to the University.

Minimum limits - \$5 million occurrence, \$10 million aggregate

Coverage provided shall be at least as broad as: ISO Commercial General Liability, Occurrence Form, CG 00 01.

Policy shall be endorsed to provide coverage at least as broad as ISO CG 20 10 11 85.

Endorsement shall designate:

The State of California, Trustees of the California State University, California Polytechnic State University San Luis Obispo, and each of their officers, officials, employees, authorized representatives, agents and volunteers, the “University” as an Additional Insured.

Endorsement shall state this insurance shall be primary as respects the University, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Endorsement shall state that Insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss.

Endorsement shall state that coverage shall not be cancelled, changed, or modified except after thirty (30) days' advance written notice has been given to the University. (10 days advance written notice for non-payment)

Endorsement shall state that coverage shall not extend to any indemnity coverage for the active negligence of the University in any case where an agreement to indemnify the University would be invalid under Subdivision (b) of Section 2782 of the Civil Code (construction contracts with public agencies).

City to submit: University provided certificate and endorsements, or equivalent forms acceptable to the University effecting required coverage.

The City shall provide the following Automobile Liability coverage:

Primary insurance coverage against claims with respect to liability arising out of automobiles owned, hired or non-owned by or on behalf of the City.

Coverage shall include bodily injury, property damage, contractual liability, and uninsured/underinsured motorist.

Minimum \$ 5 million combined single limit

Policy shall be endorsed to provide coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 (owned, scheduled, non-owned, and hired autos) including coverage for uninsured and underinsured motorists and contractual liability.

Endorsement shall designate:

"The State of California, the Trustees of the California State University, California Polytechnic State University San Luis Obispo, all auxiliary organizations, and each of their officers, officials, employees, authorized representatives, agents, directors, and volunteers, the "University" are designated as Additional Insured".

As Additional Insured

Endorsement shall state that this insurance shall be primary as respects the University, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the University

scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

Endorsement shall state that Insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss.

Endorsement shall state that coverage shall not be cancelled, changed, or modified except after thirty (30) days' advance written notice has been given to the University. (10 days advance written notice for non-payment)

City to submit: University provided certificate and endorsement or equivalent forms acceptable to the University effecting required coverage.

The City shall provide the following Workers Compensation and Employer's Liability Coverage:

Primary insurance coverage against claims with respect to obligations imposed on the City and subcontractor's by State workers compensation statutes and damages that the City becomes legally obligated to pay because of bodily injury by accident or disease to an employee.

Minimum limits: amount proscribed by California law for Workers Compensation, \$1,000,000 for Employer's Liability.

Policy shall be endorsement to state that Insurer named above waives any right of recovery the Insurer may have against the University when the Insured has agreed to such waiver in writing prior to loss.

Endorsement shall state that coverage shall not be cancelled, changed, or modified except after thirty (30) days' advance written notice has been given to the University. (10 days advance written notice for non-payment)

City to submit: University provided certificate and endorsement or equivalent forms acceptable to the University effecting required coverage.

10. Priorities

The University recognizes there will be priorities that will dictate the City's capabilities. Subsequent to prioritizing emergencies based on life safety, the City will deliver available resources to assist the University in its mitigation efforts. If additional emergency response resources are needed, they will be accessed through the Mutual Aid system already in place.

11. Notices.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the

University at:

City at:

George Hughes
Police Chief
California Polytechnic State University
San Luis Obispo, CA 93407

Charlie Hines
Fire Chief
San Luis Obispo City Fire Department
2160 Santa Barbara Ave.
San Luis Obispo, CA 93401-5240

12. Agreement Contains all Understandings.

This document represents the entire and integrated Agreement between the City and the University, and supersedes all prior negotiations, representations, or Agreements, either written or oral. The Agreement may be amended only by written instrument, signed by both City and University. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS THEREOF, City and University have executed this Agreement the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

**CALIFORNIA POLYTECHNIC
STATE UNIVERSITY**

By: _____
Dru Zachmeyer
Director
Contracts & Procurement

CITY OF SAN LUIS OBISPO

By: _____
Jan Howell Marx, Mayor

ATTEST:

Maeve Kennedy Grimes, City Clerk

APPROVED AS TO FORM:

J. Christine Dietrick, City Attorney

RITA L. NEAL
County Counsel

BY: 
Chief Deputy County Counsel

APPROVED AS TO CONTENT:

County Board of Supervisors

By: _____

Its: _____

ATTACHMENT A

SERVICES PERFORMED

1. Fire Suppression

City shall provide personnel, equipment, materials and supervision for suppression of structure and other hostile fires on the main campus (Service Area) of the University, as available.

Fire suppression shall include those universally accepted activities, which bring a hostile fire under control and render the property safe from further damage.

Fires to be suppressed shall include (but are not limited to): structure, rubbish, trash container, automobile, vegetation adjacent to structure and other such fires which are evaluated from the initial report to be of significance or beyond the capabilities of the University's response.

2. Extrication/Rescue Emergencies

City shall provide personnel, materials, equipment and supervision for emergency extrication of students, faculty, staff, guests, and visitors on the main campus (Service Area) of the University, as available.

Rescue includes: extrication of trapped persons from vehicles, machinery, cave-ins, structure collapses, confined spaces, fire, and other significant situations, which may require assistance. The City will provide emergency medical treatment for rescue situations, as it is available.

The City's response to elevator problems will be limited to situations where the University has determined that an emergency exists.

3. Fire Alarms

The University shall maintain all campus alarm systems. University personnel will evaluate a reporting alarm prior to notifying City dispatch. The City shall respond one engine "Code 3" and one engine "Code 2" to water flow alarms in buildings with sprinkler systems. The University will screen all other alarms and will notify the City when confirmation is made that a fire or other emergency is in progress or likely.

4. Pre-Hospital Emergency Care

University has established an Emergency Medical Dispatch (EMD) program that will determine the priority of a medical emergency and provide pre-arrival instructions to the caller. The City agrees to provide emergency medical support to the University for Priority One (ALS) type calls as outlined in the EMD Program.

5. Hazardous Materials

City shall provide trained personnel as indicated by the Code of Federal Regulations 29 "First Responder Capabilities" to the University, as available. It is the intent that the City will share in a unified command of any hazardous materials incidents based on the availability of responding University personnel.

Response to the threat of or release of hazardous materials shall include: evacuation of affected area, identification of substances, containment of substances, protective actions for people, environment and property.

The University will provide technical support of qualified staff (within the University's capacity and to the extent available) to assist the City with hazardous materials response. The City will provide supplies and materials normally associated with first response. The University will arrange for hazardous materials response beyond the capability of the City including the removal and disposal of the hazardous material(s).

The City shall act, when required, as the University's representative on the San Luis Obispo County Regional Hazardous Materials Response Team. The University will continue to participate on the team during the term of the agreement. The City and the University will operate a unified command on any hazardous materials emergency that should occur on the campus.

6. Disaster Preparedness

The University has developed and maintains at a high state of readiness, a multi-hazard disaster response plan. Included in this plan is the establishment and operation of a University Emergency Operations Center as well as annexes addressing the roles of operational units of the University. The Fire Department agrees to work cooperatively with the University in following, the University's disaster plans as resources allow. The University shall provide to the City one copy of the University's disaster response plan and annual updates.

7. Additional Services

Special non-emergency situations, not specifically covered in this Agreement, may arise that are determined by the University to require resources beyond their capabilities. When requested by the University, the City may provide, at its sole discretion, resources if available. The University will compensate the City in accordance with the City Council adopted cost of services study, which is annually adjusted by the Consumer Price Index.

The following are examples of Fire Department additional services that may be available:

- flooding/storm response
- smoke removal
- electrical hazard
- bomb threats (not including Bomb Task Force)
- pipeline ruptures/water control
- animal rescues
- special events/crowd control/civil disturbances
- non-emergency stand-by

ATTACHMENT B

SCOPE OF SERVICE

The San Luis Obispo City Fire Department will respond to the University as outlined below. The San Luis Obispo Fire Department agrees that 90% of the time it will initiate response within 60 seconds of the request during day-time hours (0800-2000) and 90 seconds at night-time (2000-0800).

1. First Alarm Assignment for the University

A standard "First Alarm" assignment for the University shall consist of 2 engines, 1 ladder truck and 1 Battalion Chief code 3 from the City and 1 engine code 3 from Cal-Fire. The use of a move-up company to cover Fire Station One is required.

2. Reduced Assignment for the University

The incident being reported may not require a first alarm assignment and may, therefore, require the dispatcher to send a reduced assignment to the emergency. Anything less than a first alarm assignment is considered to be a reduced assignment.

3. Greater Alarm Assignments for the University

When an Incident Commander determines that the resources at hand may not be sufficient to both alleviate the threat presented at the University and provide adequate coverage to the City, s/he has an obligation to call for additional resources in a timely manner. This is especially critical with "working" incidents on the campus and will typically require moving quickly to greater alarm assignments immediately upon confirmation of a "working" incident. To facilitate efficiency in assigning additional resources, this department has established pre-planned greater alarm assignments and procedures.

4. Second Alarm Assignment for the University

A standard "Second Alarm" shall consist of:

- Notification of the Fire Chief.
- Call back of all off duty suppression personnel.
- Dispatch a University public works representative to the Command Post.
- Review the next alarm level in anticipation of a request by the Incident Commander.
- Notification of Cal-Fire to alert the area coordinator; in anticipation of a request for additional resources (Do not have them respond unless/until their assistance is actually requested by the Incident Commander).
- Notification of San Luis Ambulance Company and request a stand-by ambulance.

5. Third Alarm Assignment for the University

If the emergency on the campus exceeds the capabilities of a second alarm assignment as most large working structures fires will do, the Incident Commander shall request a third alarm assignment.

The third alarm assignment draws upon the resources of various fire departments throughout the County. Pre-arranged Mutual Aid agreements exist to provide assistance to the requesting agency. The Incident Commander should consider how quickly s/he needs the additional resources. If the first strike team is needed immediately, because of their close proximity to the University (e.g. E21, E12, C.M.C., etc.), they should be requested to respond to the incident's staging area and form up as a strike team upon their arrival. Due to longer travel distances of the second and third strike teams, it is best to request the mutual aid companies as a group and have them respond as a task force or strike team. A task force or strike team will automatically have a task force or strike team leader. Truck companies are always a special request, as are any specialized equipment.

A standard "Third Alarm" assignment consists of:

- All items inclusive of a "Second Alarm Assignment".
- Call back of all Fire Department staff personnel.
- One or more in-county strike team(s).
- All requested mutual aid companies will respond with minimal delay and operate on the specified radio frequency (normally County Net until on scene).

6. Special-Call Assignment for the University

Once a First Alarm Assignment has been committed to an emergency at the University, the Incident Commander may request additional companies in the following manner:

- Request a Second or Third Alarm Assignment.
- Request a "Special-Call Assignment"

Some incidents require specialized apparatus or personnel, either in place of, or in addition to, a First, Second or Third Alarm assignment. Examples might be the need for additional ladder trucks, a Hazardous Materials Response unit or a Mass Casualty Response unit. An Incident Commander requiring such specialized resources will access them through City Dispatch.

Resources outside of the City will be drawn from the County Emergency Command Center (E.C.C). Once the City Fire Dispatcher receives a request for a special call assignment from the Incident Commander for a non-city resource the following procedure shall be followed:

- a. San Luis Obispo City Fire Dispatcher will call Cal-Fire via phone and have them notify the Area Coordinator of a mutual aid request for an incident on University's campus.
- b. Give nature of incident and location of incident.
- c. List type of assistance required and quantity of units (do not request OES or local government resources specifically – Area Coordinator will decide).
- d. Give the name of the requesting Incident Commander.

- e. State the urgency of the request; is it immediate need or planned need?
- f. Request an ETA (Estimated Time of Arrival) of responding mutual aid units.
- g. Give staging area location for the mutual aid units.
- h. Request radio frequency for mutual aid resources and City resources to operate on the incident (usually White 2 unless Incident Commander specifies otherwise).

7. Principles of Operation for the University

The on-duty Battalion Chief or a University Police Officer should be the only person(s) responsible for reducing an initial assignment prior to Fire Department arrival. The first arriving Engine Company Officer may reduce an assignment after their arrival and they have determined it safe to do so.

The Fire Chief, Battalion Chief, Company Officer or Dispatcher may increase an initial response assignment if there might be a need for additional companies immediately.

If the description of the call does not meet the criteria in the response guide and it is not clear as to what should be sent initially, a first alarm assignment should be dispatched immediately.

Departure from the standard response assignment is not recommended.

When dispatching engine companies the general rule should be: Send the engine company assigned to the University (Engine-2). If another engine company is closer or the first-due company is delayed, the closest engine should be sent.

8. Response Levels Specific to the University

University 1st Alarm Assignment = 2 Engines, 1 Ladder Truck, 1 Battalion Chief
 from City all code 3
 1 Engine from Cal-Fire all code 3

<u>CODE TYPE OF INCIDENT</u>		<u>RESPONSE PLAN</u>
8	Fire, unknown type	1 st Alarm Assignment
8A	Fire Alarm (heat, smoke, pull)	1 eng. code 3
8AF	Fire Alarm, Water Flow	1 eng. code 3, 1 eng. code 2
8F	Fire, false alarm (not to be used with fire alarms)	After incident #
8H	Fire, electrical hazard	1 st Alarm
8I	Fire, illegal burn	1 eng. code 2
8O	Fire, Refuse/Trash threatening	1 st Alarm
8P	Fire, vehicle	1 eng. code 3
8R	Fire, Refuse/Trash non-threatening	1 eng. code 3
8S	Fire, structure	1 st Alarm
8W	Fire, wildland (inside or outside core)	1 eng, 1 B/C code 3
		Cal-Fire Response
8X	Fire, train/railcar	1 st Alarm
8Z	Fire, aircraft	1 st Alarm
12	Emergency, not elsewhere classified	1 st Alarm or Special call out

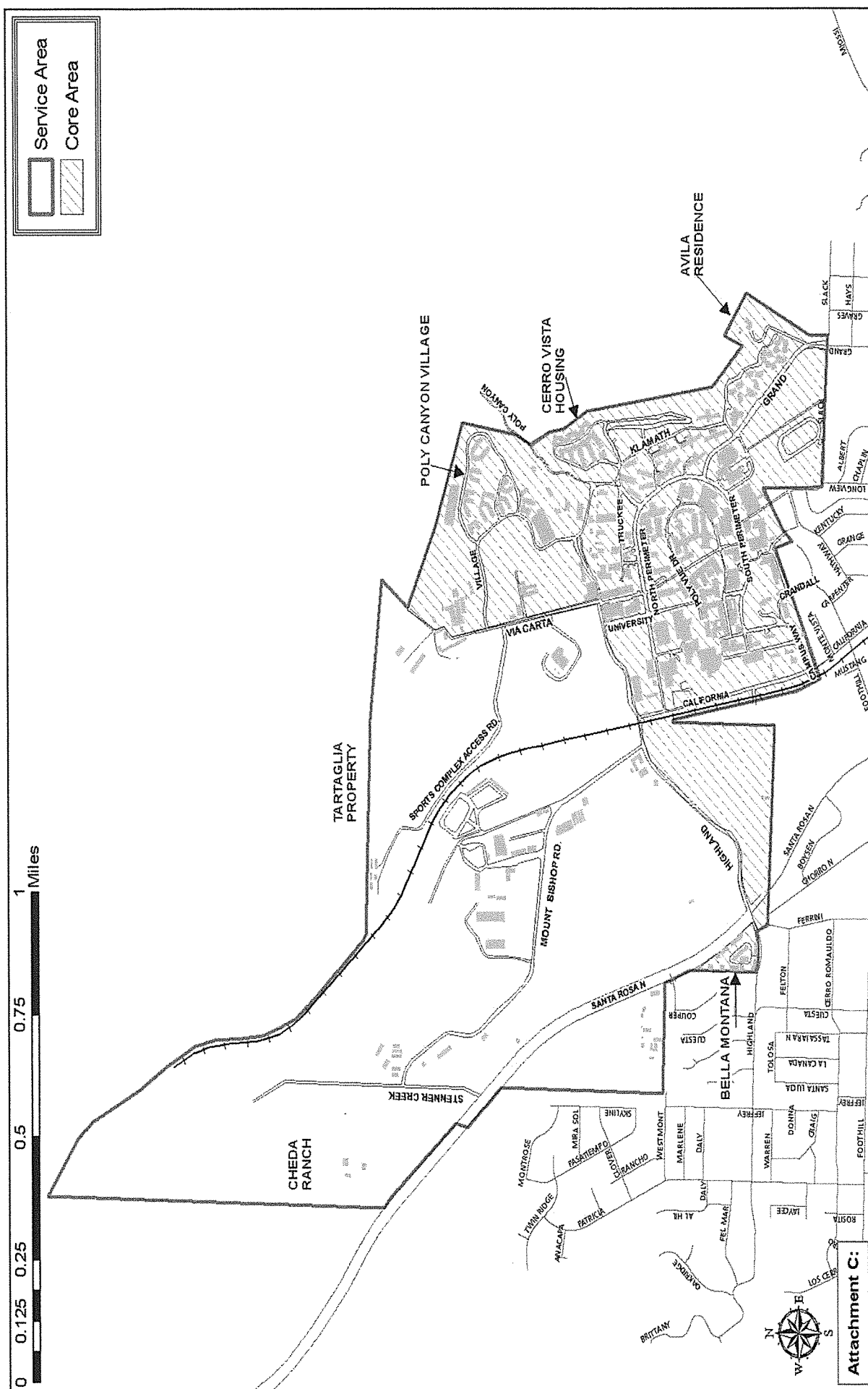
14	Medical emergency	1 eng. code 3
14B	Medical assistance, non-emergency	1 eng. code 2
14T	Traffic accident, injuries (in Core area)	1 eng. code 3
14T	Traffic accident injuries (outside Core area)	1 eng. code 3
		1 eng. Cal-Fire code 3
48	Natural Gas leak outside	1 eng. code 3
48S	Natural Gas leak inside	1 eng. code 3, 1 eng. code 2
53S	Smoke check inside	1 eng. code 3, 1 eng. code 2
57	Fire reported out	1 eng. code 2, Notify Cal-
Fire		
83	Explosion	1 st Alarm
84M	Hazardous materials threatening (State reportable)	1 st Alarm

ATTACHMENT C SERVICE AREA

The area of service of this Agreement is described as the area bounded on the south by the City of San Luis Obispo (Slack Street, Longview Avenue, Via Carta, Foothill Blvd.); bounded on the west by the City of San Luis Obispo; out Highway 1 to the Cheda Ranch Complex (included); to the north from the Cheda Ranch Complex to the Union Pacific Railroad right-of-way to the Tartaglia Ranch southern boundary, along the base of the foothills to Poly Canyon Road; and bounded on the east so as to include the facilities at the base of the foothills (Poly Canyon Road, Klamath Road, Deer Road and Grand Avenue – including all structures and parking areas) and also including those areas known as Cerro Vista Housing, Poly Canyon Village and the faculty/staff housing known as Bella Montana which is bordered on the east by Highway 1, on the south by Westmont Street and on the north and west by City jurisdiction.

University properties not included in this agreement are outlying structures of the University and wildlands non-contiguous to the main campus of the University. For example: Chorro Creek Ranch, Serrano Ranch, Peterson Ranch and the structures up Poly Canyon.

- Refer to Attachment C map of the Service Area including the “core area” to have a visual understanding of how the Service Area is divided.
- Refer to Attachment D for definition of the University “core area”.
- Refer to Attachment D for those areas that are identified to be outside the “core area”.



ATTACHMENT D

SAN LUIS OBISPO CITY AND CAL FIRE RESPONSE TO INCIDENTS WITHIN UNIVERSITY CONTRACT SERVICE AREA

1. Definitions

University “Core Area” Please see map in Attachment C

- Includes student and faculty housing
- East of city limits including Bella Montana
- North of city limits from Highland Drive cross of Hwy. 1 to Grand Avenue cross of Slack Street
- West of Poly Canyon gate including Cerro Vista Housing
- South of Highland Drive and Via Carta, including Poly Canyon Village

Outside “Core Area” – Please see map in Attachment C

- North of Highland, and University “Core Area”
- East of city limits
- South of San Luis Obispo Treatment Plant, and Tartaglia property including the San Luis Obispo Treatment Plant and Cheda Ranch
- West of Via Carta

SLO City – San Luis Obispo City Fire Department

Cal-Fire- California Department of Forestry and Fire Protection and San Luis Obispo County Fire Department

ECC – Cal-Fire/San Luis Obispo County Fire Department Emergency Command Center

2. Response Inside and Outside of “Core Area”

Structure Response Inside Core Area	SLO City Cal-Fire	1 Truck, 2 Engines & Battalion Chief 1 Engine
Structure Response Outside of Core Area	SLO City Cal-Fire	1 Truck, 2 Engines & Battalion Chief 1 Engine & Battalion Chief
Wildland Response Inside of Core Area	SLO City Cal-Fire	1 Engine & Battalion Chief 1 Engine
Wildland Response Outside of Core Area	SLO City Cal-Fire	1 Engine & Battalion Chief Appropriate Response per ECC Note: Cal-Fire has jurisdiction by statute on all State Responsibility Areas as defined in PRC 4126 & 4127. Cal-Fire does not give up any jurisdictional responsibilities for fires in SRA
Medical Aid & Traffic Collision Response Inside Core Area	SLO City Cal-Fire	1 Engine No Response
Medical Aid & Traffic Collision Response	SLO City	1 Engine

Outside of Core Area	Cal-Fire	1 Engine
Vehicle Traffic Collision on Highway 1 in Cal-Fire Response Area A36 (Highway 1 from Highland to Stenner Creek Road)	SLO City Cal-Fire	1 Engine Response per Cal-Fire Response Plan
Haz. Mat. Response Inside and Outside of Core Area	SLO City Cal-Fire	1 Engine or as appropriate per SLO City Response Card 1 Engine or as Requested

3. Fires on State Property

Cal-Fire Investigator or engine must respond to all fires on state property per Health and Safety Code Section 13107.

4. Frequencies

Command

Inside Core Area - City Net
Outside Core Area- Wildland – As Determined by the ECC
All Other Incidents – City Net

Tactical

Inside Core Area - City Tactical
Outside Core Area- White 2 or 3 as Determined by ECC

5. Incident Command Responsibility

Inside Core Area - SLO City
Outside Core Area- Unified Command on All Incidents